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U.S. DISTRICT COURT
WESTERN DISTRICT OF MISSOURI
SOUTHERN DIVISION - SPRINGFIELD

JASON ADAM JENSEN,

Plaintiffs,

v.

CITIBANK, N.A., a Corporation,
CITIGROUP INC, a Delaware Corporation,
JH MET SUBSIDIARY B LIQUIDATING
TRUST, a Legal Trust Type Corporation,
DAVID R GAMACHE, individual capacity as
an attorney,
STATE OF MISSOURI,
CHIEF JUSTICE PAUL C. WILSON, is his
official capacity as Courts Administrator,
MISSOURI OFFICE OF COURT
ADMINISTRATION, a State entity,
KATHY S. LLOYD, official capacity as State
Court Administrator,
STONE COUNTY, a State entity,
MECHELLE LEBOW, official capacity as
Stone County Court Clerk,
IN RE JUDGE ALAN MARK
BLANKENSHIP, in his Exercise of
Judgement at Federal Law capacity,
JUDGE DAVID A. COLE, official
administrative capacity as Presiding Judge of
Stone County, and
Sheriff Doug Rader, official capacity Stone
County Sheriff.

Defendants.

Case No.: 6:22-CV-03140-BCW

**AMENDED COMPLAINT OF
ABUSE UNDER THE FAIR DEBT
COLLECTIONS PRACTICES ACT**

JURY TRIAL DEMANDED

Judge: Honorable Brian C. Wimes

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I. NATURE OF THE CASE

1. Plaintiffs Jason A Jensen (“JENSEN”), individually on behalf of himself, brings this action against Contract Defendants:

- a. Citibank, N.A. with regards to the Contract and Citigroup Inc with regards to the Trademark, and under the Trademark, are used interchangeably as (“CITI”)
- b. JH MET SUBSIDIARY B LIQUIDATING TRUST (“JH MET”), and
- c. David R Gamache (“GAMACHE”),
(hereinafter referred to collectively as “Contract Defendants,” or individually by their respective names or aforementioned designations).

FURTHERMORE, JENSEN brings this action against the following State Defendants:

- d. State of Missouri,
- e. Chief Justice Paul C. Wilson (“WILSON”), in his official capacity as Missouri Courts Administrator,
- f. Missouri Office of State Court Administrator (“OSCA”), a State entity,
- g. Kathy S. Lloyd (“LLOYD”), official capacity as State Court Administrator,
- h. Stone County (“STONE”), a State entity,
- i. Mechelle Lebow (“LEBOW” and/or “COURT CLERK”), official capacity as Stone County Court Clerk,
- j. IN RE Judge Alan Mark Blankenship (“BLANKENSHIP”), in his Exercise of Judgement at Federal Law in the 39th District of Missouri Courts,

1 k. Judge David A. Cole (“COLE”), official administrative capacity as Presiding
2 Judge of Stone County Court(s), and

3 l. Sheriff Doug Rader (“RADER”), official capacity Stone County Sheriff.
4 (hereinafter referred to collectively as “State Defendants,” or individually by
5 their respective names or aforementioned designations).
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8 2. JENSEN will be asserting that Citibank, N.A. did violate South Dakota Law, as
9 designated as pertaining laws by the contract, S.D. Codified Laws § 57A-2-210 (“(1) A party
10 may perform his duty through a delegate unless otherwise agreed or **unless the other party has**
11 **a substantial interest in having his original promisor perform or control the acts required**
12 **by the contract.** No delegation of performance relieves the party delegating of any duty to
13 perform or any liability for breach.” [emphasis added]) S.D. Codified Laws § 57A-2-210 is the
14 State’s enactment of the Uniform Commercial Code (“UCC”) 2-210. In addition, when Citibank,
15 N.A. assigned all rights and duties to JH PORTFOLIO DEBT EQUITIES LLC (predecessor of
16 assignment to JH MET) with an active and surviving ARBITRATION AGREEMENT, as
17 contractualized by CITI, without any controls over the ARBITRATION AGREEMENT’s
18 PROVISIONS after assignment, equate to Naked Licensing of the Citi/Citibank Trademark.
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21 3. JENSEN will also be asserting that JH MET did violate the Contractual
22 Agreements (Breach of Contract) surrounding the Arbitration Agreement by refusing to Arbitrate
23 and attempting to get a Default Judgement, or a Judgement Procedurally and outside the Merits
24 of the Case, waiving such Arbitration by Actions, and Violating the Fair Debt Collection
25 Practices Act (“FDCPA”) by using the Missouri Stone County Court as a weapon of infliction
26 and JENSEN’s Due Process.
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1 4. JENSEN will assert in this action, that when GAMACHE substituted the
2 Affidavit Return of Summons (“Return of Service”), with a Statement of Hearsay, GAMACHE
3 did violate the FDCPA in an extremely outrageous and damaging way. GAMACHE, by using his
4 experience of a Court Officer, intimacy with the Clerk of Court, and the Status of his Bar
5 License, to practically “Hack” the Judicial System to JENSEN’s detriment and suffering.
6 Furthermore, despite the fact the Return of Service did not qualify as what it purported to be by
7 law, no Notice or Service was given to JENSEN for the document attempting to conceal the
8 nature of the Return of Service. This Act by GAMACHE also implements the Clerk of Court
9 into the Due Process Violation JENSEN contends defrauding the Court and JENSEN in such a
10 matter amounted to.
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12 5. JENSEN will assert JH MET is responsible for the actions of their Attorney of
13 Record. GAMACHE is responsible for his own actions. Under S.D. Codified Laws § 57A-2-210,
14 UCC 2-210, CITI is responsible for the Breach of Contract and Failure to Perform under the
15 Arbitration Agreement. However, CITI lacks the Arbitration Agreement it Assigned in its
16 entirety to JH PORTFOLIO DEBT EQUITIES LLC. Furthermore, it seems completely
17 undecided if the Arbitration Agreement reaches claims of Trademark Abandonment, complicated
18 further by the lack of ability for Congress and the Courts to Delegate what Public Policy is; a
19 subject intimately and of paramount importance to the application of Common Law Trademark
20 Rights and Duties.
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22 6. This complaint seeks Judgement of Declaratory Relief from the Contract
23 Defendants that the Assignment of said Account to JHMET, the Subject Matter of the Stone
24 County Court Case, is null and void under S.D. Codified Laws § 57A-2-210 for their failure to
25 Arbitrate creating JENSEN’s “substantial interest in having his original promisor perform or
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1 control the acts required by the contract”; that CITI did Naked License the use of the
2 Citi/Citibank Trademark(s) to JH MET through JH PORTFOLIO DEBT EQUITIES LLC (now
3 defunct?) as previous successor of interest, et cetera, in the application of the ABITRATION
4 AGREEMENT of CITI’s construction. The construction of this Arbitration Agreement imposes
5 Duties on CITI, including the payment of ALL Arbitration and Arbitrator Fees in a dispute other
6 than collection, and then, in collection, an Amount determined by the Rules of Arbitration but
7 more than zero dollars, was not automatically Assigned to JH PORTFOLIO DEBT EQUITIES
8 LLC by Contract, meaning it is Governed by and Subject to South Dakota’s Uniform
9 Commercial Code and other South Dakota and Federal Law. This complaint additionally seeks
10 damages for violations of the FDCPA, Breach of Contract, and other Equitable Relief. Finally,
11 this complaint seeks treble and punitive damages for intentional infliction of emotional distress
12 due to the Outrageous Nature of the Violations from Contract Plaintiffs JHMET and
13 GAMACHE, resulting in the emotional disturbance of a Disabled and Mentally Ill person,
14 distress of being excluded from his Government and Court, and creating an environment very
15 conducive to paranoid thinking.

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19 7. This complaint seeks Judgement of Declaratory Relief from the State Defendants
20 regarding the Access of State Court Records. The legal challenge is a complicated one. The
21 COURT CLERK is responsible for Providing Court Records in a traditional and historical Court
22 Administration. However, the Office of Court Administrator has designed and engineered the
23 State’s Digital interface for the Court known as CASE-NET. CASE-NET is a database, or
24 structured computer dataset where data elements are given meaning and searching/indexing
25 capabilities, regarding the Court. To function properly, or to the standard set by the Court, each
26 document not only has document metadata, such as who filed, what, at what time, and whether
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1 the document is a Complain, Summons, Motion, Order, or other Legal Instrument, but the
2 location to access the actual document. All these Document Metadata entries are associate with
3 another dataset for the Case, which would then have Case Metadata, such as Case Number,
4 Judge Assignment, Status, and Party Information. Based on the Design period it is extremely
5 likely that the said database is amongst the following technologies Microsoft SQL Server,
6 Oracle, or an Open Source solution such as, MySQL, Postgre, or another SQL based database
7 backend. Given that the Office of State Administrator has the data perfectly cataloged in such an
8 organization, the Technology give the State the ability to run Queries to the Dataset. For
9 example, one could request all the Return of Service Documents from all cases filed from
10 1/1/2020 to 5/31/2022 with a statement similar to “SELECT * FROM CaseDocuments JOIN
11 Cases WHERE CaseDocuments.CaseId = Cases.Id AND Case.DateFiled > 1/1/2020 AND
12 CaseDocuments.DocumentTypeId = ReturnOfService” (an example of a SQL or Structured
13 Query Language). Given this massive technical ability of the CASE-NET system JENSEN is
14 given no access to ANY documents and merely a Document List given a Case Number.
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17 8. During the course of Stone County Court Case 21SN-AC00123, JENSEN
18 requested all the Cases heard by Judge BLANKENSHIP on January 7th, 2022. This list is
19 required to be made to Stone Count Local Court Rule 8.1 with the directive “The Circuit Clerk of
20 Division One of each county shall prepare a trial docket of all civil and criminal cases that are
21 scheduled to be heard or set for trial on the next Law Day” and/or said list wanted is given to the
22 Stone County Sheriff’s Office/Bailiffs for each Law Day who checks the list for your case during
23 security screening at entering of the Stone County Justice Center. The COURT CLERK denied
24 such request, on January 28th 2022 at 8:38AM by email, as “confidential” because it “contains
25 confidential information and it is for Court use only[.]”
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1 9. Given the Nature of 18 USC 1983 complaints regarding a “class of one” JENSEN
2 requested exactly the above scenario from the CLERK OF COURT. All Return of Service
3 Documents for 2 prior years, specifically any document where the Return of Service was filed as
4 a Return but blank and a Statement was added by Opposing Council, and that Statement, which
5 was entirely a hearsay recount of a phone call, in this case between the Plaintiff’s Attorney and
6 “Jennifer” of the Stone County Sheriff’s Office, instead of Sheriff’s Deputy or Agent signature
7 or a notarized signature of a special process server to complete the required Affidavit. Not only
8 did such a request not meet with a Quotation, the COURT CLERK responded that for the records
9 JENSEN would be charged “research is \$.20 per minute, copies are \$.25 per page.” So despite
10 the fact the Missouri Courts have a system that is capable of providing the requested information
11 as a Structured Query, or JENSEN could do his own research and copying with access to CASE-
12 NET, the Court Clerk is going to charge fees outside the range of JENSEN discretionary
13 spending to understand the nature of GAMACHE’s forged Return of Service, how often it is
14 performed, and by what Lawyers, and if there was a Conspiracy to Discriminate by using the
15 STONE Court as an instrument to harass JENSEN. Furthermore, JENSEN has a Common Law
16 Right to Access to the Court Records, then JENSEN has a Common Law Right to the digital
17 version of the Court and its conveniences as well and the State cannot assign the Court’s tasks to
18 another entity to complete with digital technology escaping that Common Law Right of Access.
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21 10. JENSEN will be asserting that the State Defendants MISSOURI, STONE,
22 LEBOW, COLE, and RADER, did violate Title II of the Americans with Disability Act
23 (“ADA”) by refusing “Special Accommodations” (Reasonable Accommodation) surrounding the
24 use of an electronic disability device, JENSEN’s Cell Phone as Expertly Configured to Aide his
25 Disability, in the Stone County Justice Center. JENSEN had no intention of entering any
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1 Courtroom with said device and was at the Stone County Justice Center for a Meeting called by
2 COLE to address the Complaint of Discrimination by the STONE COURT CLERK regarding
3 the tone and level of JENSEN's voice on the Phone while requesting Services from the COURT
4 CLERK. STONE and COURT CLERK maintain that the COURT CLERK and its agents, do not
5 have to provide accommodations regarding Bipolar Behavior of "Yelling" on the phone.
6 JENSEN has suggested a volume control for the phone on the Clerk's End. The failure of the
7 COURT CLERK to provide JENSEN accommodations, the premature conclusion of the phone
8 calls, and Discrimination of Services regarding certain COURT CLERK subordinates and refusal
9 to provide services resulting in the most extreme Bipolar displays.
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12 **II. JURISDICTION and PARTIES**

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14 11. This Court has Jurisdiction under 28 U.S. Code § 1331.

15 12. This Court has Jurisdiction under 28 U.S. Code § 1332.

16 13. This Court has Supplemental Jurisdiction under 28 U.S. Code § 1367, having met
17 the requirements of § 1331 and § 1332.
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19 14. Parties-

20 Plaintiff, Jason A Jensen, Pro Se, is a transient United States Citizen living in mobile
21 housing going from Park to Park (Federal, State, or Private) to avoid the discrimination
22 associated with Mental Illness, resident of Florida, Pasco County, has been seeking Texas
23 Residency with issues surrounding a Legal Address. JENSEN spent the December to May in
24 Rockport Texas and only left because of the Trial set on the Contract Case. JENSEN asserts his
25 Legal Address is: 2186 Jackson Keller Rd, Ste 1097, San Antonio, TX 78213
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27 Defendants:
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- 1 1. Citibank, N.A. (“CITI”) is a National Associated Bank, the CITI, registration
2 number 73207983, and CITIBANK Trademark, registration number 72070290,
3 is Registered to CITIGROUP INC. CORPORATION DELAWARE, 388
4 Greenwich Street, New York, New York, 10013.
- 5 2. JH MET SUBSIDIARY B LIQUIDATING TRUST
- 6 3. David R Gamache is a professional Attorney at Law, Missouri Bar MBE#
7 34112, with a central office at 1000 Camera Ave Suite A, St. Louis, MO
8 63126.
- 9 4. State of Missouri is a State with the United States of America, the Missouri
10 Attorney General’s Address is Missouri Attorney General's Office, Supreme
11 Court Building, 207 W. High St, P.O. Box 899, Jefferson City, MO 65102
- 12 5. Chief Justice Paul C. Wilson is a Missouri Supreme Court Justice with a
13 principle place of operation at 207 West High Street, Jefferson City, Missouri
14 65101.
- 15 6. Missouri Office of State Court Administrator is a Judicially created
16 Governmental Entity located at 2112 Industrial Drive, Post Office Box
17 104480, Jefferson City, MO 65110.
- 18 7. Kathy S. Lloyd is the State Court Administrator executing the functions of the
19 Missouri Office of State Court Administrator, principal place of business is
20 the Office of State Court Administrator located at 2112 Industrial Drive, Post
21 Office Box 104480, Jefferson City, MO 65110.
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- 1 8. Stone County is a political subdivision of the State of Missouri, Offices
2 located at Stone County [Historical] Courthouse, 108 East 4th Street, Galena,
3 Missouri, 65656.
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5 9. Mechelle Lebow is the elected Stone County Court Clerk in Missouri,
6 principal place of operation is the Stone County Justice Center located at 110
7 S Maple St, Galena, MO 65656.
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9 10. IN RE Judge Alan Mark Blankenship is an Associate Judicial Officer in the
10 State of Missouri for the 39th Judicial District, Stone County, principal place
11 of operation is the Stone County Justice Center located at 110 S Maple St,
12 Galena, MO 65656.
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14 11. Judge David A. Cole Blankenship is the Presiding Judicial Officer in the State
15 of Missouri for the 39th Judicial District, Stone County, principal place of
16 operation is the Stone County Justice Center located at 110 S Maple St,
17 Galena, MO 65656.
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19 12. Sheriff Doug Rader is the elected Stone County Sheriff, principal place of
20 operation is the Stone County Justice Center located at 110 S Maple St,
21 Galena, MO 65656.
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23 15. This case arises from the actions taken by Defendants ultimately culminating and
24 causing rise of action in Stone County, Missouri. Therefore, jurisdiction of this court is proper.
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26 **III. FACTUAL ALLEGATIONS**

27 **JENSEN as a Qualified Individual under the American's with Disabilities Act**

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1 16. JENSEN has been Diagnosed Bipolar, in various degrees, as well as other Mental
2 Health Diagnosis, many equally, some more severe in affliction.

3 17. JENSEN collects Social Security Disability Insurance for said Mental Health
4 Disabilities and is medically insured by Medicare.

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6 18. JENSEN suffers from a disorder often described as an emotional mental health or
7 behavioral health disorder which causes him to act inappropriate towards others based on
8 triggers. For example, the nature of a telephone, how the same number can result in multiple
9 contacts of no personal memorial purpose, such as calling a COURT CLERK's office and
10 getting any number of persons to deal with, aggravated by years of being forced to wait on hold,
11 press 1 for language followed by tiers of tiers of prompts to route the call, and finally, please, in
12 a short phrase, let me know the reason for the telephone call so this computer which cannot
13 understand intent expressed in language, can attempt to route the call using a selection based on
14 spoken keywords. Not to mention, the scam and telemarketing calls. So, to JENSEN, the phone
15 has become so impersonally irritating to his emotional state that often times, when otherwise
16 extremely stressed, JENSEN acts out in tone of Voice, Pitch, and Attenuation. In the present
17 case, JENSEN had been forced to remain in the area of Stone County in order to "secure" a
18 Motion to Compel Arbitration which JH MET was required to voluntarily abide by under
19 Contract, remember JENSEN travels often to avoid discrimination which is more rampant today
20 that racism in the 60's. People actually talk on the News about what "we", as a country, should
21 be doing about the "mentally ill", like the one that recently rampaged in violence, as if they are
22 all the same and they all need the same prescription to solve the "problem" which is them.
23 JENSEN filed the Motion to Compel Arbitration on 06/02/2021 which was not granted by
24 BLANKENSHIP until 09/10/2021, roughly 3 months later, but nothing was more stressful than
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1 having to leave a camp JENSEN paid to be until May 1st, 2022 with opportunity to stay much
2 longer, drive 1000 miles north from Rockport Texas to Stone County Missouri because after the
3 Motion to Compel Arbitration was Granted, BLANKENSHIP issued an order of Default
4 Judgement on 01/07/2022 despite any motions by JH MET based on a failure of arbitration,
5 without any Court Record except the Order, seemingly vacating the Arbitration Agreement based
6 on a failure to obey State Court Rules regarding Appearance to a Court that was forbidden by
7 Agreement. It does seem apparent that JH MET requested the Default Judgement and provided a
8 machine typed Order to be signed by Judge BLANKENSHIP. However, on 01/27/2022,
9 BLANKENSHIP vacated the Default Judgement Order “to avoid manifest injustice” and set the
10 Case for Case Review. Seemingly because of a failure to appear to a Court that had no
11 Jurisdiction to the Claims as the Arbitration Agreement “[replaced] the right to go to court, have
12 a jury trial or initiate or participate in a class action.” And such right is exercised by Filing a
13 Motion to Compel Arbitration, nothing about a Stay, per the Arbitration Agreement, page 10,
14 right column, second paragraph, with “to choose arbitration, a party may file a motion to compel
15 arbitration in a pending matter” which seems to imply duty of compliance of the option
16 exercised. So, JENSEN was forced to leave early, drive 1000 miles at \$5.25/gallon of Diesel, to
17 attend a “Bench Trial” set for 05/06/2022 at 11:00 AM. JENSEN was also stuck in a severe
18 storm which flipped 3 commercial semi trucks of around 80,000 pounds along JENSEN’s route,
19 when JENSEN called the COURT CLERK and was “Yelling” at the COURT CLERK. The
20 CLERK hung up 3 times, refused to assist claiming on LEBOW could assist, and refused
21 accommodations. Then the Stone County Court Case was dismissed the day before Trial when it
22 became apparent that JENSEN was going to Appear for Trial. Oh, and the trip had exhausted a
23 huge portion of JENSEN monthly disability benefits. Then as part of the Complaint Process as
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1 required by Title II of the Americans with Disabilities Act, was given 3 hours' notice, during a
2 call he initiated, of a Meeting, where Accommodations of JENSEN cell phone was denied
3 without reason, forced to wait outside in cold wet conditions with no place to sit, after the agreed
4 12 noon appointment, for approximately 2 hours 30 minutes, then COLE denied the use of
5 JENSEN's phone again despite Missouri Law presuming government meetings are open and
6 should be allowed to be recorded. RADER also exemplified intimidation of JENSEN's
7 attendance by screaming at JENSEN as an invitation. Also, remember the COURT CLERK
8 contends if JENSEN yells he can be denied service and separated from staff, but Sheriff RADER
9 can yell at JENSEN.
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12 19. JENSEN is, and apparently will forever, as JENSEN's Father lives at 6
13 Arrowhead Rd, Kimberling City, Missouri, 65686, be responsible for responding to debt cases
14 under the FDCPA, which are served to JENSEN's father despite JENSEN not residing at his
15 father's house, to Cases filed with Stone County, so JENSEN is prepared to return to Stone
16 County Court for Services, Programs, Functions, and Official Purposes. Furthermore, should
17 JENSEN suffer a medical emergency surrounding Civil Commitment of a Mentally Ill Person
18 while visiting his father, JENSEN would absolutely be attempting to file a Writ of Habeas
19 Corpus in Stone County, and reserves access, and has a fundamental common law and
20 constitutional right, to the Court while visiting and assisting a friend for Records and Record
21 Requests.
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25 **Nature of CITI's Arbitration Agreement, Selection of Legal Forum, implied Public Policy**
26 **Implications of Assigning a Contract with Arbitration Agreement Governed by UCC 2-210**
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**when Said Arbitration Agreement includes obligation to pay fees while CITI operates
under Trademarks**

20. CITI did construct a Contract to engage in Federal Interstate Commerce in Lending and Bank Card type Loans, where CITI specified the selected forum of South Dakota law, implemented an Arbitration Agreement, and Offered said Loan Products and Services under the CITI and CITIBANK Trademarks.

21. CITI assigned rights to an Account it alleged was JENSEN's to JH Portfolio Debt Equities on April 28th 2017. The Assignment used the language "the Bank does hereby transfer, sell, assign, convey, grant, bargain, set over and deliver" in the assignment. Which was later assigned to JH MET by liquidation on May 20th, 2019. CITI never notified JENSEN nor considered JENSEN's interests in enforcement of the Arbitration Agreement duties during assignment. There is little doubt that a Debt Collection Agency has affinity to Arbitration especially if said agreement requires the Contract Assignee to pay for Arbitration Fees.

22. Under UCC 2-210, as codified by S.D. Codified Laws § 57A-2-210, CITI cannot assign liability for Breach of Contract regarding the Arbitration Agreement, especially since the Arbitration Agreement is a Debt Provision payable upon Arbitration Demand and/or Motion to Compel Arbitration. JENSEN has the contractual expectation that CITI will enact the Arbitration Agreement in its spirit, which is an offer of excess to agree to pay for all the arbitration fees save one claim type collection of debt. An assignment of said account to an entity that operates with less than clean hands severely impede JENSEN expectations, executing the provisions or rights of, and the meeting of the minds for the Arbitration Agreement.

23. Furthermore, the Contract Assigned is one with considerable bargaining advantage, such as the Right to Amend/Alter the Contract, Designation of Law, and the Captive Audience

1 aspects of being a Debtor. While in extreme default on payments, the contract basically closes all
2 aspects except the Right to Collect Amounts Due Immediately, any Claim surviving Statute of
3 Limitations, perhaps the Right to Amend/Alter, and the Arbitration Agreement. A proposition
4 JENSEN would not agree to with JH MET and only agreed to with CITI as a National
5 Associated Bank operating under Trademarks and Federal Regulation.
6

7 24. CITI assigned the Arbitration Agreement without Contractual Rights Regarding
8 Quality Controls and Oversight.

9 25. CITI failed to ensure Quality of Service with regards to the Arbitration
10 Agreement. Surely most of CITI's customers have had a different experience with the use of the
11 Arbitration Agreement while an Alleged Account Holder of CITI's financial Services.
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13 26. CITI shares liability for JH MET's refusal to Arbitrate under the Agreement as
14 Governed by S.D. Codified Laws § 57A-2-210.

15 26. JENSEN has no firm knowledge of said account and as such can confirm nor
16 deny the account without more details, such as purchases made, to said account.
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19 **JH MET, GAMACHE, COURT CLERK, and IN RE BLANKENSHIP Activities Related**
20 **to the Federal Arbitration Act, FDCPA, and Due Process**

21 27. JH MET did retain GAMACHE as an Attorney at Law for Collection of Debt.

22 28. JH MET is a Debt Collection Agency under the FDCPA which purchases bad
23 debt for the sole purpose of recovery of bad debt.
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25 29. GAMACHE is an Attorney that specializes in Debt Collection under the FDCPA.

26 30. JH MET was assigned a CITI account with an Arbitration Agreement.
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1 31. On June 3rd, 2021, JH MET through GAMACHE did request a continuance
2 despite the Arbitration Agreement. JH MET never responded to the Motion to Compel
3 Arbitration which was filed 1 day after the fraudulent Return of Service was filed with the Court
4 by GAMACHE.

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6 32. On June 1st, 2021, GAMACHE did electronically file a blank Summons with a
7 quasi-legal document with the Statement “As per a phone call to Jennifer at Stone County
8 Sheriffs Office, the attached summons was served on May 18, 2021. The summons was accepted
9 by Jack, the defendants father, at 10:30 am. Upon receipt in our office, the signed copy will be
10 filed with the Court.” Signed GAMACHE. JENSEN was not served a copy of the attachment nor
11 is there a certificate of Service on said Document. The document includes language that the
12 Document is an “attempt to collect debt”.

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14 33. The resulting public Court Docket entry was “Family Member/Roommate Served:
15 Document ID - 21-ADSM-317; Served To - JENSEN, JASON A; Server - SO STONE
16 COUNTY-GALENA; Served Date - 18-MAY-21; Served Time - 10:30:00; Service Type -
17 Sheriff Department; Reason Description - Served; Service Text - By leaving with Jack, Father”
18 which gives no indication of a statement of hearsay used to “bypass” the process of Legal
19 Service. Legal Service is a part of Due Process. JENSEN only learned of such document when
20 JENSEN requested it to see what Sheriff Deputy had served JENSEN.

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22 34. The use of intimate knowledge of the COURT CLERK, who retains absolute
23 immunity in the filing of documents which cannot extend to GAMACHE in the extent
24 GAMACHE conspired with the COURT CLERK, willingly or unwillingly, knowingly or not, to
25 deprive JENSEN’s Due Process to expediate the attainment of Judgement by STONE Court. IN
26 RE BLANKENSHIP also enjoys Absolute Immunity in setting a Bench Trial Date after a Motion
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1 to Compel Arbitration was Granted which does not translate to GAMACHE and JH MET in
2 getting an off record judicial agreement to a Default Judgement vacated as “manifest injustice”
3 then requesting a Bench Trial all to Voluntarily Dismiss it one day before Trial at 3 pm
4 electronically but mailing a copy to JENSEN, so no real notice.
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6 35. No record of the true Summons was ever filed with the Court. Its location is
7 unknown. JENSEN attempted to locate it by contacting the COURT CLERK and the Stone
8 County Sheriff's Office. JENSEN doubts its authenticity. JENSEN doubts the phone call ever
9 occurred. Jack, who's legal name is, actually, John Jensen, JENSEN's Father, never accepted
10 Service unless throwing a document at Jack accounts for Service. The person was not wearing a
11 Sheriff's uniform or operating a Sheriff's vehicle. Jack, or John Jensen, has a policy of handing
12 personal affairs with Jack Jensen while retaining the legal name John Jensen.
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14 36. There is no reason the Sheriff would break chain of custody, returning the
15 Summons to GAMACHE in St Louis when the Sheriff is required to submit the Completed
16 Summons with the COURT CLERK in STONE. When a Sheriff returns a summons, notarization
17 is not required.
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19 37. JENSEN was defrauded into thinking service had been properly completed by
20 GAMACHE and JH MET.

21 38. JENSEN was required to drive from Rockport, Texas to Galena, Missouri to
22 defend against an action set for Trial after a Granted Motion to Compel Arbitration spending
23 approximately \$600 in Diesel Fuel, \$100 in Food and Drinks, and \$400 Gambling losses since
24 Casinos were some of the only places to stay the night without expense or reservation with a 33
25 foot Motorhome pulling a car dolly and car.
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1 39. JENSEN has suffered Mental Health, and agitation of existing Mental Health,
2 issues as a result of the treatment in the attempt to Collect the Debt. This includes sleep
3 disturbances, mood disruption, stress, depression, and outbursts which the COURT CLERK can
4 attest to.
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6
7 **State Defendants Actions Regarding Access to Court Records and Title II of the Americans**
8 **with Disabilities Act**

9 40. COURT CLERK did deny a list of cases heard by BLANKENSHIP on January
10 7th, 2022 in an email dated January 28th, 2022 as “confidential”.

11 41. COURT CLERK did refuse accommodations regarding JENSEN’s request with
12 his mood while making requests by telephone.
13

14 42. COURT CLERK did memorialize that refusal by suggesting JENSEN should only
15 call when his mood disorder was not afflicting JENSEN in an official letter dated May 4th, 2022.
16

17 43. COURT CLERK did attempt to refuse the Appeal Process of the Title II ADA
18 mandated complaint process by attempting to refuse JENSEN request for appeal as “incomplete”
19 despite no form, or structured process to follow in attempting the Appeal.

20 44. COLE did refuse the Open aspect of all meeting in government entities under the
21 Sunshine Act of Missouri. COLE denied Accommodations on May 23rd, 2022 regarding the use
22 of JENSEN’s personal disability device his Cell Phone within the Meeting. COLE did require
23 JENSEN to wait outside in cold rain with no where to sit from 12 noon to approximately 2:28
24 pm on May 23rd, 2022.
25

26 45. RADER did refuse JENSEN’s accommodation request to enter Stone County
27 Justice Center with his disability device his Cell Phone on May 23rd, 2022. RADER did
28

1 intimidate JENSEN by yelling at him that the “deal” was that JENSEN could only meet with
2 COLE in a Courtroom and without his disability device.

3 4 5 **IV. CAUSES OF ACTION**

6 **FIRST CAUSE OF ACTION**

7 **Violations of the FDCPA**

8 46. JENSEN incorporates paragraphs 3-5, and “ JH MET, GAMACHE, COURT
9 CLERK, and IN RE BLANKENSHIP Activities Related to the Federal Arbitration Act, FDCPA,
10 and Due Process” paragraphs 27-35.

11 47. The behavior by GAMACHE and JH MET complained about is in Violation of 15
12 U.S. Code § 1692d. As harassment and abuse of a debtor in the Collection of a Debt.

13 48. The behavior by GAMACHE and JH MET complained about is in Violation of 15
14 U.S. Code § 1692e. A debt collector may not use any false, deceptive, or misleading
15 representation or means in connection with the collection of any debt.
16

17 49. The FDCPA allows for recovery of Statute Damages in an amount up to \$1,000
18 on top of any actual or other kind of damages.
19

20 **SECOND CAUSE OF ACTION**

21 **42 USC 1983 claims against JH MET and GAMACHE**

22 47. JENSEN incorporates paragraphs 3-4, 9, and “JH MET, GAMACHE, COURT
23 CLERK, and IN RE BLANKENSHIP Activities Related to the Federal Arbitration Act, FDCPA,
24 and Due Process” paragraphs 27-35.

25 48. JH MET and GAMACHE attempted and succeeded in circumventing elements of
26 JENSEN’s Due Process regarding Service of Process within the 14th Amendment of the United
27
28

1 States Constitution under the Color of State Law by colluding or conspiring with the Court
2 Clerk, or deceiving the COURT CLERK, to accept a Summons not signed, with a Statement of
3 Hearsay, as completed.
4

5
6 **THIRD CAUSE OF ACTION**

7 **Nullification of the Assignment of Contract to JH MET for failure to Arbitrate Under UCC**

8 **2-210**

9 49. JENSEN incorporates paragraphs 2,5,7,21, and 22.

10 50. Under South Dakota Law, JENSEN has a Right to Contractual Performance under
11 the Arbitration Agreement that affects CITI's ability to assign the Contract under 57A-2-210.
12

13
14 **FOURTH CAUSE OF ACTION**

15 **CITI's Abandonment of trademarks by Naked Licensing Trademarked Arbitration**

16 **Agreement Within Trademarked Financial Services**

17 51. JENSEN incorporates "Nature of CITI's Arbitration Agreement, Selection of
18 Legal Forum, implied Public Policy Implications of Assigning a Contract with Arbitration
19 Agreement Governed by UCC 2-210 when Said Arbitration Agreement includes obligation to
20 pay fees while CITI operates under Trademarks" Paragraphs 20-26; 2, and 6.
21

22 52. CITI, by selecting the South Dakota Legal Forum which enacted 2-210 of the
23 UCC, in combination with Common Law Trademark duties, where the Assignment of CITI's
24 contract was tantamount to a Licensing Agreement without Quality Controls of the Arbitration
25 Agreement amounted to Naked Licensing Abandonment of the Mark.
26
27
28

1 **FIFTH CAUSE OF ACTION**

2 **Violations by State Defendants of the Americans with Disabilities Act, Title II, regarding**

3 **Due Process and Complaints of Discrimination**

4 53. JENSEN incorporates “JENSEN as a Qualified Individual under the
5 American’s with Disabilities Act” paragraphs 16-19, “State Defendants Actions Regarding
6 Access to Court Records and Title II of the Americans with Disabilities Act” paragraphs 40-45,
7 and 7-10.
8

9 54. State Defendants LEBOW, COLE, RADER, STONE, and MISSOURI, did
10 refuse mandatory ADA Title II requirements surrounding Accommodations and Complaint
11 Procedures.
12

13 **SIXTH CAUSE OF ACTION**

14 **Access to Court Records**

15 55. JENSEN incorporates paragraphs 7,8,9, and 40.

16 56. JENSEN has a common law Right to access Court Documents.

17 57. The scheme implemented by State Defendants MISSOURI, WILSON, OSCA,
18 LLYOD, STONE, LEBOW, and/or COLE, has resulted in a computer system operated by the
19 Missouri Court that has all Court Records, but is excluded in its entirety from public access
20 beyond case and document metadata.
21

22 **SEVENTH CAUSE OF ACTION**

23 **Declaratory Relief by Writ of Mandamus IN RE BLANKENSHIP regarding the**
24 **enforcement of Arbitration Agreements under U.S. Code of Statutes Chapter 9**
25
26
27
28

1 58. JENSEN request this Court take JUDICIAL NOTICE AND RECORD of all
2 Stone County Court activities, filings, orders, and records, of 21SN-AC00123[-01]'s Docket.
3 JENSEN reincorporates paragraphs 18,34, and 38.

4 59. 9 USC et al Governs the Federal Arbitration Act.

5 60. 9 U.S. Code § 2 titled "Validity, irrevocability, and enforcement of agreements to
6 arbitrate" requires that an Arbitration Agreement be honored as Agreed, preempts State Law, and
7 once BLANKENSHIP granted the Motion to Compel Arbitration, § 2 forbid the Default
8 Judgement entered on January 7th, 2022 and the setting of a Bench Trial on March 7th, 2022 for
9 May 6th, 2022 for failing to appear to a Court Case where all Claims were covered by an
10 Arbitration Agreement. No motions were filed by JH MET to vacate the Order to Compel
11 Arbitration. No Documents was submitted to the Court or JENSEN by JH MET that Arbitration
12 was initiated and Defaulted by JENSEN for refusal to participate in Arbitration or Failure to Pay
13 Fees.
14
15

16 **Punitive Damages**

17 33. The conduct of Contract Defendants JHMET and GAMACHE described above is
18 outrageous. Defendants' conduct demonstrates a willful reckless disregard for the Constitutional
19 Rights of Others. The acts and omissions described above were willful and performed with
20 actual or implied malice. Punitive and exemplary damages are therefore appropriate and should
21 be imposed in this instance.
22

23 **V. PRAYER FOR RELIEF**

24 WHEREFORE, Plaintiffs respectfully pray for a judgment against Defendants for:

25 1. Injunctive and equitable relief as the Court deems appropriate including:
26
27
28

1 RADER from enforcing Courtroom Rules to the Entirety of the Stone County Justice
2 Center,

- 3 2. Compensatory damages to be paid by all Contract Defendants, according to proof at trial;
4
5 3. Punitive damages as the court deems appropriate;
6
7 4. Costs of this lawsuit; and
8
9 5. Any other relief as the court deems appropriate.

8 Dated: June 30, 2022

Jason A Jensen

9 //s/JasonAJensen

10 Pro Se Plaintiff

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